1922.

C.F. 66 (a)—14,824—17-12-21

Department of

OFFICE_____

STATION_____

Mis No. 1752

Dated 28. 7. 22

To whom sent		Date	Initial.
	Given for copying	12 Nov	
	Copied		
	Examined	31/7	
	Signed		
	Given for despatch		
	Despatched SN	1.8.22	
	Indexed		
Passed to the file	To be destroyed on		

(SUBJECT.)

Allotment of land (Salt Kanam) - Mangalore Taluk - Application VII - Mangalore Ladies' Club - Tennis court - site - draft lease - modification - approved - S.O. Communicated

* Not to be filled in the case of permanent records.

G.F. 31

C 1783

DEPARTMENT.

In future letters, please quote No. Ref.P.R. 2051-Rev.20, dated 6th May 1922. and short title *

Rec'd ____ Enclosures ____

Reg'd ____ Spare copies ____

Telephone No.
Post Box No.
Telegraphic Address:

South Kanara Collector's Office,
Mangalore,
Dated 6th May 1922.

From (Name) M.R.Ry. A. Ramacha Nedungadi, Avl., B.A.,B.L.,
(Designation) Collector of South Kanara.
(Address)

To The Secretary to the Board,
Land Revenue and Settlement,
Madras.

Sir,

Alienation - Land - Attawar village- Mangalore Taluk - Mangalore Ladies' Club - Tenancy-at-will - Draft lease ---- Objection of Ladies Club Committee to certain clauses - - Instructions solicited.

The Government in their order No. Mis.1417, dated 23rd June 1921, communicated with B.P.No.727 Mis., dated 29-6-1921 sanctioned the grant to the Mangalore Ladies' Club of a ---- tenancy-at-will in respect of 1.18 acres of land in Attawar village, Mangalore Town, subject to the payment of ground rent revisable at Settlements and subject to conditions enabling the land to be resumed without cause shown on payment of the value of the buildings, which may have been erected on the -- land by the club.

2. On receipt of the sanction, a draft lease deed to be executed by the club was submitted to the Board for approval; but the Board in its proceedings No. 17 Mis., dated 5-1-1922 communicated for necessary action a fresh draft lease deed - prepared by the Government Solicitor, Madras and approved by Government.

3. The Secretary of the Ladies' Club was requested to -- execute the lease deed in the form of the draft approved by Government, but she says that the Committee of the Club ---

takes exception to certain clauses in the draft and requests --- permission to make the alterations proposed by the Committee. A copy of her letter containing the alterations is enclosed.

4. The alteration regarding the payment of compensation for improvements had once before been suggested by the club; but --- Government refused to undertake any such responsibility in G.O.No. Mis.629, Revenue Department, dated 14-3-1921, communicated with - Board's Ref. L.R.No.C.710-21-1, dated 18-2-1921. After this -- order was communicated to the Secretary, the Club agreed to take up the land on the terms originally proposed by Government in -- their order No.2993, Revenue, dated 15-12-1920 read in Board's - Reference No.C.3245-20-2, dated 23-12-1920. Hence the Club is not justified in repeating the same request. I solicit orders as to whether the alterations proposed or any of them may be allowed.

Collector.

C1783/22

The draft lease complained of by the Club is at pp 10 to 14 C.F. and the various clauses objected to by them are marked in red.

The question of Compensation for improvements was considered once before — Vide Correspondence at pp 13 to 17 of (P) — and Govt: refused to undertake any responsibility in the matter.

It does not seem expedient to allow the other modifications proposed by the Club as the grant is only a tenancy-at-will".

P.J.O. — p5 C.F.

Copy of letter from Mrs. Sreshta, Honorary Secretary, Ladies' Club, Mangalore. to the Collector of S. Kanara. dated 26.2.22.

With reference to the lease drafted by the Government Solicitor at Madras sent to me in connection with the site for the Ladies' Club on the Light-House Hill, I have the honour to state that the Committee of the Ladies' Club before whom I placed the said draft take exception to certain clauses in the same which have been marked by me in red pencil. The said clauses are:-

(a) Clause 3 on page 3:- This clause states that the premises leased shall be used only "for purposes connected with the club". As it may be construed that the occasional lending of the Club Hall for a public lecture, a concert, a drama or a social gathering comes within the scope of the restriction, it is requested that the clause may be deleted.

(b) Clause 5 on page 3. It is understood that the objection is to underletting the land, and not to the underletting of any spare room to members of the Club or their friends visiting the town, as is usual in Clubs. It is requested that to avoid any misinterpretation, the word "underlet" may be deleted.

(c) Clause 2 on page 4. The Committee suggests that the words "in any event whatsoever" may be added after the words " on the determination of the lease" in this clause and also the words "and other permanent improvements such as wells, tanks, stone parapets or boundary walls may be added after the words "buildings erected on the land". The Committee will have to incur a large outlay in sinking a good well on the ground with stone revetments and in putting up boundary walls. On the determination of the lease, it would be hard and unfair to deprive the club of the value of these improvements. The lease as drafted provides compensation for only buildings and for no other improvements.

(d) Bottom portion of page 4, clause 1- In this clause "a month" may be substituted for "21 days." Considering that the groundrent is pretty large, a month atleast may be allowed for the payment of the rent.

(e) Bottom portion of page 4 clause 2- In substitutic

4

of the words such reasonable notice as he shall in his discretion think fit " the words "two months ' notice" may be inserted. The period of the notice may not be left to the absolute discretion of the Collector.

I have the honour to request that you will allow the above alterations to be made in the draft of the lease sent. The Committee will execute the lease forthwith as soon as it hears from you accepting the above suggestions.

For Collector. 6/5

Objection (a) The landing of the Club House for "a public lecture, a concert etc" will be covered by the clause "for purposes connected with the Mangalore Ladies Club"

Obj'n (b) Undertaking to members or their friends for temporary lodging will be for purpose connected with the Club.

Obj'n (c) Adding the words "in any event whatsoever" after the words "after the determination of the lease"

Written In clause 2 of the lessor's Covenant Compensation is promised for the building erected on the land — on the determination of the lease —

The two provisos state for what reasons the lease shall be determined

Proviso 1 - for the breach of the Covenant by the lessee.

Proviso 2 - by giving a notice by the lessor.

In both the cases Compensation for building has to be paid Perhaps - the

To. if,,

MS. 20 days note to delete the clause. Such a clause is usual

Fee 19.5.22

There is no need to delete the word Covenant - The Covenanting refers to the terms of this clause with 20 days notice from the Club being left to members. of course MS Fee 19.5.22

lessees want this made clearer.

Fair enhancements
Fair summary
19.5.22

(2) Govt. have already declined to pay compensation for improvements. vide p. 17 (2)
I think we may ask govt. to explain the cost of timbers

Objn (d) (2) It is not known whether there is any special reason for giving only 21 days of grace. If there is none, 30 days may be allowed Fair yrs
19.5.22

Objn (e). Cannot perhaps be granted. It is a tenancy at will

Fair
19.5.22

Dy 165 N

no harm in allowing 2 months. Recommend to govt.
Mee 22.5 N

Put from this's court on 23-5-22.

AS.
Draft sent
Dy 305 N

From orders at pps-6 C-1

Alienation — Land. (S. Kanara) — Mangalore TC — Bhavan Vgr. Mangalore Ladies club — Tenancy-at-will — draft lease deed — modification —

C 1783/22 — Bt Govt.

Ref: C 1783-22-1 dt 30.5.22

Ref: G.O. No. Ms 2890 Rev dated. 24-12-1921

Mangalore Ladies Club objects to certain clauses in the draft lease deed approved by Govt: in their order above. The objections are set out in its Secretary's letter to the Collector of S. Kanara a Copy of which is enclosed.

2 Objection (a): The Board considers that it is not advisable to delete the clause. Such a clause is usual and the lending of the Club Hall for a public lecture, a concert etc will be covered by the clause "for purposes connected with the "Mangalore Ladies Club".

Objection (b) There is no need to delete the word "undelet"

The undertaking refers to the land and this clause will not prevent rooms in the club being let to members or their friends for temporary lodging.

Objection (c). The ~~modification~~ addition proposed is unnecessary. The question of payment of compensation for improvements had once been suggested by the Club; but Govt refused to undertake any such responsibility - Vide G.O. No. 629 Rev dated 14-3-1921. The Club thereupon agreed to take up the land on the terms originally proposed by the Govt in their order No. 2993 Rev dated 15-12-1920. It is not therefore justified in repeating the same request. Further, the Board recommends that the draft deed may be altered so as to include payment of compensation for such well that may be sunk

Objection (d). The period of grace may be fixed at 30 days as prayed for by the Club

Objection (e). The Board considers that there is no harm in allowing Club's request

To,

The Secy to G.

pp3-4 C.F. Future objs

with a copy of the Govt letter abstracted

C 2394

248,026—4-4-21

C.F. 88.

Department Revenue

Office of The Collector of South Kanara Mangalore

Reminder No. I

Station

Dated 16th June 1922.

10 JUN 1922

The undersigned requests that an early reply may be sent to the communication noted below.

No	Date.	Subject.
Rep P.R. 2051/20	6.5.22	Alienation - land - Allavar village - Mangalore Taluk - Mangalore Ladies Club - Tenancy-at-will - draft lease - Objections of Ladies club Committee to certain clauses - Instructions solicited. (B.O).

Signature and Designation.

10

To

The Board, Land Revenue & Sett. Madras

The matter is pending with Govt. & it is too early to remind them. May be filed.

BBS 21-6

& Memo see B.S. Refer to Govt. 9/10 21/6

BOARD OF REVENUE
21 JUL 1922
REVENUE DEPARTMENT

Sectt. 11-26 (a)—29,692—11-2-21.

Received ..... 192 . *Registered* C 2928 192

Abstract.

Alienation- land (South Kanara)- Mangalore taluk- Attewar village- Mangalore Ladies Club- Tenancy at will- draft lease deed- modifications- approved.

REVENUE DEPARTMENT.

G.O. No.Mis. 1348 , dated 22nd July 192 2

ENCLOSURE .

No. .....

READ the following papers:—

G.O.No.2890 Mis, dated 27-12-1921.

From the Board of Revenue, Land Revenue and Settlement, Ref.No.C.1783-22-1, dated 30th May 1922.

Endt. to the Government Solicitor, No.1507 E/22-1, dated 21st June 1922.

From -do- No.789, dated 28th June 1922.

ORDER.

The Government approve the proposals of the Board of Revenue.

2. The Government have no objection to the use of the premises of the Club as indicated in clauses (a) and (b) of the letter of the Honorary Secretary of the Club dated 26th March 1922.

3. The following modifications should be made in the draft lease deed approved in G.O.No.2890 Revenue, dated 27th December 1921.

(1) For clause 2 of the Lessor's covenants the following shall be substituted:-

"On the determination of the lease to pay reasonable compensation to the lessees for the buildings erected

in accordance with clause 4 of the lessees' covenants and for a single well constructed on the land by the lessees but for no other kind of improvement whatsoever"

(ii) In clause 1 of the provisoes substitute for the words "twenty-one days" the words "thirty days"

(iii) In clause 2 of the provisoes for the words "such reasonable notice as he shall in his discretion think fit" substitute the words "two months notice in writing".

4. The Government accept the interpretation of the phrase "purposes connected with the Mangalore Ladies Club" and the word "under-let" in the Board's reference.

(By Order of the Governor in Council).

V. Ramaiah 24.7.22

For Ag. Secretary to Government.

To

The Board of Revenue, Land Revenue, and Settlement.

TKG/24-7-22
JAK

ಫಲ.ಸಿ C1783/22 -Q.
ಫಲ.ಸಿ ಕಂದಾಯ ನಂ. 305/22 } A.
ಫಲ.ಸಿ C2924/22-

Res.n (Rev) 1352/28.7.22

Communicated

ಮೇಲೆ ಮಾನ್ಯ S. Kanara.

27.7.22

To,

The Commr of S. Kanara

Issue 28.7.22

Urgent Reminder.

South Kanara Collector's Office
Mangalore, 30th July 1922.

From, C 3027

M.R.Ry. A. Ramacha, Nedungadi, Avl., B.A., B.L.
Collector of South Kanara.

The Secretary to the Board,
Land Revenue and Settlement, Madras. (I)

My Reference P.R. 2051/Rev.'20, dated 6th May 1922

Alienation .- Land - Attavar village - Mangalore -- Taluk - Mangalore Ladies' Club - Tenancy at will - Draft lease - Objection of Ladies Club Committee to certain -- clauses - Instructtions solicited.

I request that early orders may be passed on the above reference as the Secretary of the Ladies Club is - anxious to begin the work of construction of the building on the site as early as possible.

Collector.

May be filed with B.P. 1352 Mis d 2.8.22 (I)